

**APPLICATION FOR REGISTRATION FOR ALLOTMENT OF
RESIDENTIAL FLAT IN “ THE CUBIX”**

To,

M/s. Ashiana Realtech Pvt. Ltd.,
BN-57, Shalimar Bagh (East),
Delhi-110088

Dear Sir,

I/We request that I/we may be registered for allotment of Residential Flat Space in your upcoming Project “ **THE CUBIX**” being developed and constructed by M/s. Ashiana Realtech Pvt. Ltd., BN-57, Shalimar Bagh (East), Delhi-110088 (hereinafter referred as “Company”)

- 1) **First Applicant:**
Mr./Mrs./M/s. _____
Son/Daughter/Wife of _____
Profession _____ Nationality _____
Residential Address: _____

Phones: (Res.) _____ (M) _____
(Fax) _____ (Office) _____
(E-mail) _____
Income Tax Permanent Account No. / Ward No. _____
- 2) **Second Applicant:**
Mr./Mrs./M/s. _____
Son/Daughter/Wife of _____
Profession _____ Nationality _____
Residential Address: _____

Phones: (Res.) _____ (M) _____
(Fax) _____ (Office) _____
(E-mail) _____
Income Tax Permanent Account No. / Ward No. _____
- 3) **Details of Flat:**
(a) Flat No. _____ (b) Floor _____
(c) Super Area _____ Sq. Ft.
- 4) **Basic Cost of the Flat:** Rs. _____
Booking Amount Rs. _____
Payment Details:
Cheque : Rs. _____ Cheque No. _____ Dated _____
Drawn on _____

I / We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. Any allotment against this Application is subject to the terms and conditions, which are mentioned overleaf to this Application. The said terms and conditions have read by me / us in my own vernacular and I/we agree to abide by that. I/we further agree to sign and execute the Builder Buyer Agreement and other transfer documents as per standard format of the company, which have been read and understood by me.

I/we undertake to inform the company of any changes in my/our address or in any other particulars / information, given above, till the booked property is registered in my/our name(s) falling which the particulars shall be deemed to be correct and the letters sent at the recorded address by the company shall be deemed to have been received by me/us.

Date:
Accepted

For M/s. Ashiana Realtech Pvt. Ltd.

Name of the Applicant (s)

Authorized Signatory

Signature

TERMS & CONDITIONS

1. The allotment of the Flat is entirely at the discretion of the company. The allotment of the said Flat shall be provisional till the issuance of letter of allotment or on execution of Builder Buyer Agreement by the Applicant on the company standard format.
2. The basic sale price does not include club membership, car parking, PLC, power backup and registration charges as applicable.
3. The drawings displayed in the office of the company are "Provisional" and subject to change during the course of construction at any time, which may result in change of increase/decrease of such area of the space in question. The Applicant shall raise no objection in that behalf and amount of the Flat shall be increased or decreased as per the change in area.
4. The applicant(s) has examined the plans, designs, specifications of the Flat which are tentative and agree that the company may effect such variations and modifications therein as may be necessary or as it may deem appropriate and fit in the interest of the project or as may be done by any competent authority.
5. That a amount equivalent to 10% of the total basis cost shall be treated as earnest money with respect to allotment of the Flat. If the applicant fails to pay the balance amount or pay the installments then applicant Flat may be cancelled and in that event earnest money will be forfeited, and balance payment if any shall be refunded without any interest and only after the allotment of the same to any other person.
6. Timely payment of installments / consideration amount is the essence of the terms of the allotment. Penal interest @18% p.a. shall be payable by the applicant(s) in case of failure to pay the installments and other dues by due dates. However, if payment is not received within 90 days from the due date or in the event of breach of any of the terms and conditions of this allotment by the applicant(s), the allotment will be cancelled by the company and the earnest money paid to the company by the applicant(s) shall stand forfeited.
7. In case of request for cancellation of the Flat, earnest money paid will be forfeited and balance amount will be paid with out any interest and only after the allotment of the same to any other person.
8. Transfer of the said Flat, in case of allotment thereof, by the applicant(s) shall be permissible at the sole discretion of the company on payment of such administrative charges as may be fixed by the company from time to time.
9. The super built-up area includes the covered area of the Flat, the area of the balconies attached with the Flat and proportionate share of common / circulation areas like stair cases, shaft , mumty , lifts, corridors and proportionate area for common services.
10. The applicant(s) of the Flat shall pay, as and when demanded, the maintenance charges including securities deposit for providing, maintaining and up keeping the said project and the various services therein, as may be determined by the company or the maintenance agency appointed for this purpose. The applicant shall execute the maintenance agreement with the company or maintenance agency as per the standard format.
11. The company shall have first lien and charge on the said Flat for all its dues and claims with the applicant till the applicant clear all its dues.
12. The company will complete the project within three years from the getting Environmental Clearance Certificate and possession of the Flat will be handed over after getting completion certificate. However, the Applicant agrees that delay in handing over possession of the said Flat is subject to force majeure clause, which inter-alia includes delay on account of non-availability of steel/or cement or other building material etc, by reason of war, or earthquake or by an act of God, delay in decision/clearances from statutory body, coming into force of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the developer. It is agreed by the applicant that timely payment is also essence for the timely completion of the project.
13. All statutory charges like EDC, IDC, Cess, VAT, Service tax and other levies including any incidence of enhancement therein, demanded or imposed by the Govt. / concerned Authorities shall be payable proportionately by the applicant(s) from the date of booking as per demand raise by the company.
14. In case of any dispute arises between the parties with the regard this application then it is agreed between the parties that the Company shall appoint a Sole Arbitrator under the Arbitration and the Conciliation Act, 1996 or any other subsequent Act on the said subject with any Amendment from time to time and decision of the said Sole Arbitrator shall be final and binding upon both the parties. The Place of Arbitration shall be at New Delhi. The courts at Delhi only shall have the jurisdiction to entertain any dispute between the parties.

For M/s. Ashiana Realtech Pvt. Ltd.

Name of the Applicant(s)

Authorized Signatory

Signature